



CITY OF CENTRAL POINT

Oregon

City Council Meeting Agenda Thursday, September 9, 2021

Next Res (1684) Ord (2082)

- I. REGULAR MEETING CALLED TO ORDER
- II. PLEDGE OF ALLEGIANCE
- III. ROLL CALL
- IV. PUBLIC COMMENTS

Public comment is for non-agenda items. If you are here to make comments on a specific agenda item, you must speak at that time. Please limit your remarks to 3 minutes per individual, 5 minutes per group, with a maximum of 20 minutes per meeting being allotted for public comments. The council may ask questions but may take no action during the public comment section of the meeting, except to direct staff to prepare a report or place an item on a future agenda. Complaints against specific City employees should be resolved through the City's Personnel Complaint procedure. The right to address the Council does not exempt the speaker from any potential liability for defamation.

- V. CONSENT AGENDA
 - A. Approval of August 26, 2021 City Council Minutes
 - B. OLCC Application - Comal Bar and Grill

- VI. ITEMS REMOVED FROM CONSENT AGENDA

- VII. PUBLIC HEARING

Public comments will be allowed on items under this part of the agenda following a brief staff report presenting the item and action requested. The presiding officer may limit testimony.

- A. Public Hearing and First Reading - An Ordinance Amending Sections 15.04.010 Standards Applicable to Building of the Central Point Municipal Code to Comply with Updates and References to New State Code (Zwagerman)

- VIII. BUSINESS

- A. American Rescue Plan Funding Update (Weber)
- B. Old Military Road (Clayton)

- IX. MAYOR'S REPORT

- X. CITY MANAGER'S REPORT

- XI. COUNCIL REPORTS

- XII. DEPARTMENT REPORTS

Mayor
Hank Williams

Ward I
Neil Olsen

Ward II
Kelley Johnson

Ward III
Melody Thueson

Ward IV
Tanea Browning

At Large
Rob Hernandez

At Large
Michael Parsons

XIII. EXECUTIVE SESSION ORS 192-660 (2)(h) Legal Counsel

The City Council will adjourn to executive session under the provisions of ORS 192.660. Under the provisions of the Oregon Public Meetings Law, the proceedings of an executive session are not for publication or broadcast.

XIV. ADJOURNMENT

Individuals needing special accommodations such as sign language, foreign language interpreters or equipment for the hearing impaired must request such services at least 72 hours prior to the City Council meeting. To make your request, please contact the City Recorder at 541-423-1026 (voice), or by e-mail to Deanna.casey@centralpointoregon.gov.

Si necesita traductor en español o servicios de discapacidades (ADA) para asistir a una junta publica de la ciudad por favor llame con 72 horas de anticipación al 541-664-3321 ext. 201

CITY OF CENTRAL POINT

Oregon

City Council Meeting Minutes Thursday, August 26, 2021

I. REGULAR MEETING CALLED TO ORDER

The meeting was called to order at 7:00 PM by Mayor Hank Williams

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

Attendee Name	Title	Status	Arrived
Hank Williams	Mayor	Present	
Neil Olsen	Ward I	Remote	
Kelley Johnson	Ward II	Excused	
Melody Thueson	Ward III	Present	
Taneea Browning	Ward IV	Present	
Rob Hernandez	At Large	Present	
Michael Parsons	At Large	Present	

Staff members present: City Manager Chris Clayton; City Attorney Jacquelyn Bunick; Police Captain Dave Croft; Police Captain Scott Logue; Parks and Public Works Director Matt Samitore; IT Director Jason Richmond; Accounting Business Services Coordinator Rachel Neuenschwander; and City Recorder Deanna Casey.

IV. PUBLIC COMMENTS

V. CONSENT AGENDA

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Rob Hernandez, At Large
SECONDER:	Michael Parsons, At Large
AYES:	Williams, Olsen, Thueson, Browning, Hernandez, Parsons
EXCUSED:	Kelley Johnson

A. Approval of August 12, 2021 City Council Minutes

VI. ITEMS REMOVED FROM CONSENT AGENDA

VII. ORDINANCES, AND RESOLUTIONS

A. Ordinance No. _____, An Ordinance Vacating Approximately 808 Square Feet Of Undeveloped Cook Lane Right-Of-Way Located Adjacent To Property Identified On The Jackson County Assessor's Map As 37s 2w 10bc Tax Lots 2200 And 2301

City Manager Chris Clayton explained this was the second reading of an ordinance requesting the city to vacate a small portion of unimproved Cook Lane. Most of Cook

Minutes Acceptance: Minutes of Aug 26, 2021 7:00 PM (CONSENT AGENDA)

Lane right-of-way will be incorporated into a new residential street but a small section is not needed for public access. A public hearing was conducted at the first reading, there were no negative comments at the public hearing and no recommended changes at the first reading.

Melody Thueson moved to approve Ordinance 2081, An Ordinance vacating approximately 808 Square Feet of Undeveloped Cook Lane right-of-way located adjacent to property identified on the Jackson County Assessor's Map as 37s 2w 10bc tax lots 2200 and 2301.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Melody Thueson, Ward III
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Thueson, Browning, Hernandez, Parsons
EXCUSED:	Kelley Johnson

B. Resolution No. _____ , A Resolution Approving An Agreement With Rogue Retreat For Provision Of Homeless Shelter Beds And Authorizing The City Manager To Negotiate Additional Terms

Interim City Attorney Jacquelyn Bunick reported that the city has a number of ordinances regulating camping on public property. As part of the city's efforts to ensure that homeless individuals in Central Point have access to clean and sanitary shelter, we have negotiated an agreement with Rogue Retreat for the provision of beds with facilities operated by Rogue Retreat.

Rogue Retreat has verbally agreed that for an annual fee it would provide five bed spaces for the city of Central Point. The proposed resolution authorizes the City Manager to finalize negotiations and execute the agreement without further action by Council.

Mike Parsons moved to approve Resolution No. 1683, a resolution approving an agreement with Rogue Retreat for provision of homeless shelter beds and authorizing the City Manager to negotiate additional terms.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Thueson, Browning, Hernandez, Parsons
EXCUSED:	Kelley Johnson

C. Resolution No. _____ , A Resolution Approving A Real Estate Purchase And Sale Agreement To Purchase .53 Acres Of Real Property Located At 3404 Chicory Lane For The Extension Of Haskell Street And Authorizing The City Manager To Negotiate Additional Terms

Interim City Attorney Jacquelyn Bunick stated that staff have been in negotiations with the property owner of 3404 Chicory Lane to purchase a .53 acre portion for the extension of Haskell Street. The property owner accepted the offer for the appraised value conditioned upon 1) the city's adoption of a resolution of intent to condemn the property; 2) confirmation that the remainder parcels will be entitled to access along Haskell Street; and 3) adoption of a real estate Purchase and Sale Agreement.

The proposed resolution authorizes the City Manager to finalize negotiations for the agreement. Any negotiations would not modify the purchase price, which has been accepted by the seller.

Rob Hernandez moved to approve Resolution 1682, a Resolution approving a real estate purchase and sale agreement to purchase .53 acres of real property located at 3404 Chicory Lane for the extension of Haskell Street and authorizing the City Manager to negotiate additional terms.

RESULT:	APPROVED [UNANIMOUS]
MOVER:	Michael Parsons, At Large
SECONDER:	Taneea Browning, Ward IV
AYES:	Williams, Olsen, Thueson, Browning, Hernandez, Parsons
EXCUSED:	Kelley Johnson

VIII. BUSINESS

A. Central Point Little League Complex Project Update

Mr. Clayton stated in an effort to prepare for the possibility that the city and a private donor will form a partnership to improve the Central Point Little League Complex, city staff has been preparing preliminary information. Staff presented a conceptual design, project cost estimate, engineers estimate of cost, project design scope, and project design estimated fee and cost.

We will need to do some fund raising projects to help complete the project. There will be a playground structure in the center of all the fields, which seems to be a popular feature at the US Cellular Fields in Medford. We are not currently planning on a concession stand but would allow for the location of food vendors to come on a rotational basis.

Staff will be working with the Little League Board in the near future to discuss the transfer of ownership to the city with an agreement stating that the league could use the fields for their season. Staff may be recommending to exempt this project from the bidding process and assign it to the City Engineer. Part of the conceptual plan does include the waterline extension to the fields. Staff believes this project would be covered under the ARP funds because it would be creating open space.

RESULT:	FOR DISCUSSION ONLY
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B. Bear Creek Property Exchange Update

Parks and Public Works Director Matt Samitore reported that the City of Central Point is negotiating with the City of Medford and Jackson County to take ownership of land within our Bear Creek Greenway jurisdictional boundary. In order to make improvements to the area we need to take jurisdiction of these tax lots. There was discussion regarding transfer of property purchased with Conservation funds that would need to remain open space. The County is interested in us taking property that we would not be able to designate in the Urban Renewal District Boundary.

When we do take jurisdiction of these tax lots we will need to annex them into the city and then add them to the Urban Reserve area. The property will be zoned

open/civic lands so there should not be an issue with conservation funds.

RESULT: FOR DISCUSSION ONLY

C. Bear Creek Greenway Fire Area Master Plan Discussion

Mr. Samitore presented a video of the greenway after the 2020 fires. Central Point Parks and Recreation have been working with a landscape architect to develop a conceptual plan for the burned area of the greenway. This plan would create recreational opportunities along with managed natural areas along the Bear Creek Greenway with the goal of creating an area that is not only wildfire resistant but also safe for public use. An ad-hoc committee of staff and council representatives met several times to formulate the plans presented tonight.

The Parks and Recreation Commission held a public meeting on August 19, 2021. The public was supportive of the plan to help alleviate any future fire hazards. The only opposition to the conceptual drawings were concerns from the equestrian community. Mr. Samitore explained that there are trails for their use on the north side of Pine Street.

Once the property has been transferred to the city and the plans have been approved we will need to work around the fish runs. Fire District No. 3 is excited that Central Point is taking an active stand to help protect its citizens from wild fire along the greenway.

RESULT: FOR DISCUSSION ONLY

IX. MAYOR'S REPORT

Mayor Williams reported that he attended the Fair Board meeting. He urged the board not to plan future fairs based on the attendance of 2021. He also met with Representative Benz's office. He will be a good resource for the area.

X. CITY MANAGER'S REPORT

City Manager Chris Clayton reported that:

- They have been dealing with COVID issues all week. Several employees are home sick or are under quarantine. We have extended the employee emergency sick leave options.
- We have received the first half of our ARP funds from the state. They are also in the process of reviewing revenue loss calculations.
- The City of Medford is beginning the process for their 2040 Strategic Plan and have asked for community partner input.
- The Grange Coop has finished replacing the cyclone fence along Hwy 99.
- Tanea Browning will be assigned to the Jackson County Greenway Steering Committee and Rob Hernandez will be assigned to the Joint Community Center project at the Expo.

XI. COUNCIL REPORTS

Council Member Melody Thueson reported that she attended the RVTD meeting; it was intense while they decided if they would mandate vaccines for their employees.

Council Member Michael Parsons reported that he:

- Attended a monthly RVSS virtual meeting. They listened to suggestions and directions regarding vaccination mandates coming from the state leaders.
- He attended the Parks and Recreation meeting to discuss the Greenway proposal.

Council Member Neil Olsen stated that the vaccine is safe and effective.

Council Member Rob Hernandez reported that the Crater Foundation was established almost 30 years ago. He is now the Vice President of the foundation. They are hoping to have a fundraising auction in December at the Expo.

Council Member Tanea Browning reported that:

- They are working on scheduling the County Greenway Steering committee meetings. She received an email today and is looking forward to bringing information back to Council.
- She has been doing lots of planning with schools for free community afterschool programs to be offered to Jr. High Students through Direct Involvement Recreation teaching held at Skyrman Arboretum.
- DIRT is wrapping up the free summer program that was held at the arboretum since July.
- We are getting closer to the completion of the Eagle Scout project on the cabin at the Skyrman Arboretum. She will provide pictures of the group and the furniture they have built for the cabin in celebration of the centennial.
- She attended the MWC where they discussed a couple of projects like the 80 million gallon reservoir to replace the 12 million gallon reservoir. They had a main break and fixed it in five days. The line was built in 1960 in the middle of Biddle Road. They lost several million gallons of water during two different water main breaks.
- It is great to work with a Council that can disagree on subjects but still get along.

XII. DEPARTMENT REPORTS

Police Captain Scott Logue reported:

- They have extended a job offer to a lateral officer.
- The department will be cancelling the open house in September. Now is not a good time to be having this type of event.
- Staff was able to apprehend a bank robber this week. He provided details of the event.

XIII. EXECUTIVE SESSION - ORS 192.660 (2) (e)

Melody Thueson moved to adjourn to Executive Session under ORS 192.660 (2)(e) Real Property Transactions. All said Aye and the meeting was adjourned to executive session at 8:22 p.m.

City Manager Chris Clayton stated that no additional action will be required following the Executive Session.

XIV. ADJOURNMENT

The August 26, 2021 Council meeting was adjourned at 8:45 p.m.

The foregoing minutes of the August 26, 2021, Council meeting were approved by the City Council at its meeting of _____, 2021.

Dated:

Mayor Hank Williams

ATTEST:

City Recorder

Minutes Acceptance: Minutes of Aug 26, 2021 7:00 PM (CONSENT AGENDA)



155 South Second Street • Central Point, OR 97502

Ph: (541) 664-5578 • Fax: (541) 664-2705 • www.centralpointoregon.gov

Kristine Allison

Chief

Date: 08/31/2021

From: Captain David Croft
To: Honorable Mayor Williams
Subject: Request for OLCC License

RE: Comal Bar and Grill, LLC. / Persons associated therewith

Files of the Central Point Police Department contain no information pertinent to the request.

Respectfully,

A handwritten signature in black ink that reads "David Croft". The signature is written in a cursive, slightly slanted style.

Captain David Croft
Central Point Police Department

Attachment: OLCC Comal Bar and Grill (1458 : OLCC Application - Comal Bar and Grill)

"Dedicated To Service, Committed To Excellence"



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

PRINT FORM

RESET FORM

1. Application. **Do not include** any OLCC fees with your application packet (the license fee will be collected at a later time). Application is being made for:

License Applied For:	CITY AND COUNTY USE ONLY
<input type="checkbox"/> Brewery 1 st Location	Date application received and/or date stamp: August 27, 2021
Brewery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Brewery-Public House (BPH) 1 st location	Name of City or County: Central Point, Oregon
BPH Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	
<input type="checkbox"/> Distillery	Recommends this license be: <input type="checkbox"/> Granted <input type="checkbox"/> Denied
<input checked="" type="checkbox"/> Full On-Premises, Commercial	
<input type="checkbox"/> Full On-Premises, Caterer	By: _____
<input type="checkbox"/> Full On-Premises, Passenger Carrier	
<input type="checkbox"/> Full On-Premises, Other Public Location	Date: _____
<input type="checkbox"/> Full On-Premises, For Profit Private Club	
<input type="checkbox"/> Full On-Premises, Nonprofit Private Club	OLCC USE ONLY
<input type="checkbox"/> Grower Sales Privilege (GSP) 1 st location	
GSP Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/>	Date application received: 8/11/21
<input type="checkbox"/> Limited On-Premises	Date application accepted: 8/11/21
<input type="checkbox"/> Off-Premises	License Action(s): N/O
<input type="checkbox"/> Warehouse	
<input type="checkbox"/> Wholesale Malt Beverage & Wine	
<input type="checkbox"/> Winery 1 st Location	
Winery Additional location (2 nd) <input type="checkbox"/> (3 rd) <input type="checkbox"/> (4 th) <input type="checkbox"/> (5 th) <input type="checkbox"/>	

2. Identify the applicant(s) applying for the license(s). **ENTITY (example: corporation or LLC) or INDIVIDUAL(S)**¹ applying for the license(s):

Comal Bar and grill, LLC

App #1: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #2: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #3: NAME OF ENTITY OR INDIVIDUAL APPLICANT

App #4: NAME OF ENTITY OR INDIVIDUAL APPLICANT

3. Trade Name of the Business (Name Customers Will See) Comal bar and grill 2		
4. Business Address (Number and Street Address of the Location that will have the liquor license) 1350 Plaza Blvd. Ste. H/K		
City Central Point	County Jackson	Zip Code 97502

¹ Read the instructions on page 1 carefully. If an entity is applying for the license, list the name of the entity as an applicant. If an individual is applying as a sole proprietor (no entity), list the individual as an applicant.

Attachment: OLCC Comal Bar and Grill (1458 : OLCC Application - Comal Bar and Grill)



OREGON LIQUOR CONTROL COMMISSION

LIQUOR LICENSE APPLICATION

5. Trade Name of the Business (Name Customers Will See)
Comal Bar and grill 2

6. Does the business address currently have an OLCC liquor license? YES NO

7. Does the business address currently have an OLCC marijuana license? YES NO

8. Mailing Address/PO Box, Number, Street, Rural Route (where the OLCC will send your license certificate, renewal application and other mailings as described in [OAR 845-004-0065\(1\)](#).)
P O BOX 1476

City Phoenix	State Or	Zip Code 97535
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9. Phone Number of the Business Location
541-727-7359

10. Email Contact for this Application and for the Business
Flaviomartinez81@gmail.com

11. Contact Person for this Application
Flavio Martinez Hernandez

Phone Number
541-944-8113

Contact Person's Mailing Address (if different) 1928 Layla. Dr	City Medford	State Or	Zip Code 97501
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Please note that liquor license applications are public records. A copy of the application will be posted on the OLCC website for a period of several weeks.

ATTESTATION: **READ CAREFULLY AND MAKE SURE YOU UNDERSTAND BEFORE SIGNING THIS FORM**

I understand that marijuana is prohibited on the licensed premises. This includes marijuana use, consumption, ingestion, inhalation, samples, give-away, sale, etc. I attest that all answers on all forms and documents, and all information provided to the OLCC as a part of this application are true and complete.

I affirm that I have read [OAR 845-005-0311](#) and all individuals (sole proprietors) or entities with an ownership interest (other than waivable ownership interest per [OAR 845-005-0311\(6\)](#)) are listed as license applicants in #2 above. I understand that failure to list an individual or entity who has an unwaivable ownership interest in the business may result in denial of my license or the OLCC taking action against my license in the event that an undisclosed ownership interest is discovered after license issuance.

Applicant(s) Signature

- Each individual (sole proprietor) listed as an applicant must sign the application below.
- If an applicant is an entity, such as a corporation or LLC, at least one **INDIVIDUAL who is authorized to sign for the entity** must sign the application.
- An individual with the authority to sign on behalf of the applicant (such as the applicant's attorney or an individual with power of attorney) may sign the application. If an individual other than an applicant signs the application, please provide written proof of signature authority. Attorneys signing on behalf of applicants may list the state of bar licensure and bar number in lieu of written proof of authority from an applicant. **Applicants are still responsible for all information on this form.**

Flavio Martinez Hernandez

Flavio Martinez (Aug 18, 2021 00:28 PDT)

App. #1: (PRINT NAME)	App #1: (SIGNATURE)	App #1: Signature Date	Atty. Bar Information (if applicable)
App. #2: (PRINT NAME)	App #2: (SIGNATURE)	App #2: Signature Date	Atty. Bar Information (if applicable)
App. #3: (PRINT NAME)	App #3: (SIGNATURE)	App #3: Signature Date	Atty. Bar Information (if applicable)
App. #4: (PRINT NAME)	App #4: (SIGNATURE)	App #4: Signature Date	Atty. Bar Information (if applicable)

Attachment: OLCC Comal Bar and Grill (1458 : OLCC Application - Comal Bar and Grill)

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTIONS 15.04.010 STANDARDS APPLICABLE TO BUILDING OF THE CENTRAL POINT MUNICIPAL CODE TO COMPLY WITH UPDATES AND REFERENCES TO NEW STATE CODE

Recitals:

- A. Words ~~lined through~~ are to be deleted and words **in bold** are added.
- B. Pursuant to CPMC, Chapter 1.01.040, the City Council, may from time to time make revisions to its municipal code which shall become part of the overall document and citation.
- C. The Central Point Building Department initiated and recommended approval of a code amendment to CPMC Chapter 15.04.010 bringing the City’s municipal code into conformance with State Building Code Revisions and Updates.
- D. On September 9, 2021, the City of Central Point City Council held a properly advertised public hearing; reviewed the staff report; heard testimony and comments, and deliberated on approval of the amendments.

THE PEOPLE OF THE CITY OF CENTRAL POINT DO ORDAIN AS FOLLOWS:

Section 1. Section 15.04 of the Central Point Municipal Code is amended to read:

Chapter 15.04
Building Code

Sections:

15.04.010 Standards applicable to building.

All construction, building, and related activities within the city shall comply with all ordinances of the city and with the following specialty codes, which by this reference are expressly adopted and incorporated into this code:

A. The 2019 Oregon Structural Specialty Code based on the International Building Code, 2018 Edition, as published by the International Code Council and amended by the Building Codes Division; specifically adopting and including Section 112, Service Utilities; Section 116, Unsafe Structures and Equipment; Appendix G, Flood-Resistant Construction; Appendix H, Signs; and Appendix J, Grading.

B. The 2019 Oregon Mechanical Specialty Code based on the 2018 International Mechanical Code and the 2018 International Fuel Gas Code, as

Attachment: Ordinance Amendment 15.04 building codes (1456 : 2021 Building Code Adoption)

published by the International Code Council, Inc., amended by the Oregon Building Codes Division, with fees as per the mechanical fee schedule adopted by the city of Central Point.

C. The ~~2017~~ **2021** Oregon Residential Specialty Code **based on the 2018 International Residential Code, as published by the International Code Council and amended by the Building Codes Division; specifically adopting and including Section R101.2.2, Item 7, requiring permits for the construction of in-ground swimming pools.**

D. The ~~2017~~ **2021** Oregon Electrical Specialty Code **based on the 2020 NFPA 70 and amended by the Building Codes Division.**

E. The ~~2017~~ **2021** Oregon Plumbing Specialty Code **based on the 2021 Uniform Plumbing Code and amended by the Building Codes Division.**

F. 1994 Edition of the Uniform Abatement of Dangerous Buildings as published by the International Conference of Building Officials.

G. The 2010 Edition Oregon Manufactured Dwelling Installation Specialty Code.

H. The ~~2019~~ **2021** Oregon **Energy Efficiency Specialty Code** ~~Zero-Energy Ready Commercial Code~~ based on ASHRAE Standard 90.1-**2019** and the ~~2018 International Energy Conservation Code.~~

Section 3. Codification. Provisions of this Ordinance shall be incorporated in the City Code and the word Ordinance may be changed to “code”, “article”, “section”, “chapter”, or other word, and the sections of this Ordinance may be renumbered, or re-lettered, provided however that any Whereas clauses and boilerplate provisions need not be codified and the City Recorder is authorized to correct any cross references and any typographical errors.

Section 4. Effective Date. The Central Point City Charter states that an ordinance enacted by the council shall take effect on the thirtieth day after its enactment. The effective date of this ordinance will be the thirtieth day after the second reading.

Passed by the Council and signed by me in authentication of its passage this _____ day of _____, 20____.

Mayor Hank Williams

ATTEST:

City Recorder

Pg. 2 Ordinance No. _____ (09/09/2021)

Attachment: Ordinance Amendment 15.04 building codes (1456 : 2021 Building Code Adoption)



City of Central Point **Staff Report to Council**

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:	Finance
FROM:	Steven Weber, Finance Director		
MEETING DATE:	September 9, 2021		
SUBJECT:	American Rescue Plan Funding Update		
ACTION REQUIRED:	Information/Direction	RECOMMENDATION:	None Forwarded

BACKGROUND INFORMATION:

At the April 8, 2021 City Council meeting, staff presented the City's initial allocation of the American Rescue Plan Act (ARPA) stimulus package that was approved by the Federal Government. A spending plan for those funds was discussed at that meeting and included in the City's 2021-23 biennial budget that was approved by the budget committee and adopted by the City Council. Since that time, a final award allocation has been determined (\$4.184 million) and additional guidelines for the eligible use of the funds has been issued by the U.S. Treasury. Staff felt it is an appropriate time to update the Council on the status of the ARPA funding.

FINANCIAL ANALYSIS:

The American Rescue Plan Act (ARPA) award is included in the City's 2021-23 biennial budget.

LEGAL ANALYSIS:

The City must spend the \$4.184 million in accordance with U.S. Treasury guidelines.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

Central Point 2040 Strategic Plan

Strategic Priority – Community Investment

Public and private investments in Central Point include physical (i.e., new buildings, streets, waterlines, businesses, parks, etc.); social (e.g., programs and services that support people: families, youth, retirees, etc.); and economic (i.e., programs and facilities that foster new growth and development necessary to fuel the local economy and provide jobs for residents).

STAFF RECOMMENDATION:

Staff recommends a Council discussion and approval of the revised use of the American Rescue Plan Act (ARPA) funds based on the City's final award allocation of \$4.184 million dollars. Any needed amendments to the 2021-23 biennial budget will be presented through a supplemental budget for Council approval at a future meeting.

RECOMMENDED MOTION:

I move to approve the revised use of the American Plan Rescue Act funds based on the City's final award allocation of \$4.184 million.

ATTACHMENTS:

1. ARPA Revenue Loss Calculation

City of Central Point, Oregon
 140 S Third Street, Central Point, OR 97502
 541.664.3321 Fax 541.664.6384
www.centralpointoregon.gov



Finance Department
 Steve Weber, Finance Director

August 23, 2021

To: ARPA File
 Re: Explanation of revenue loss calculation

The basic premise is that local governments are to determine how much non-Federal revenue was lost after allowing for a projected growth curve by using data that from the most recent full fiscal year prior to the public health emergency, which is referred to as the “base year” (FY18-19). The rule allows the growth curve to be the greater of either 4.1% or the actual growth curve over the three full fiscal years prior to the public health emergency. Therefore, we decided to perform the growth calculation on FY16-17, FY17-18, and FY18-19 (base year).

To calculate our annual non-Federal revenue we started with our total annual revenue and subtracted out the following:

1. Federal Intergovernmental Revenue
2. Federal Intergovernmental Revenue via the State
3. Interdepartmental Charges – This is one department is paying another department with their resources. Therefore, the revenue being received by the other department would be duplicative if included. We will also exclude charges between component units (CP Development Commission) as well as transfers in from one department to another.
4. Water Supply System Revenue
5. Bond Proceeds
6. Capital Contributions – These are monies for an intended project or monies used to match the capital project. Therefore, these revenues would be restricted in nature for a specific projected and wouldn't be available to fund City government services. SDCs (improvement and reimbursement), capital grant revenue, transfers for current/future capital projects are the types of revenues excluded.

For each fiscal year, the revenue trial balance by fund was used to determine total revenue for each fiscal year. We then used the above criteria to determine the specific Federal and other revenue categories to exclude to arrive at local revenue for each year. We then determined if the actual growth curve was greater than 4.1%. We determined it was (4.61%). We then applied the 4.61% annual growth rate (adjusted for months elapsed) to the Total Base Year Revenue to determine how much revenue was lost. This was determined by taking the adjusted FY18-19 revenue amount and comparing it to how much revenue was received during CY2020. CY2020 was calculated using the same methodology as above.

For CY2020 we determined the City lost \$629,027.58 after applying the formula and allowing for months elapsed. This loss revenue calculation will be done for CY2021, CY2022 and CY2023.



City of Central Point **Staff Report to Council**

ISSUE SUMMARY

TO:	City Council	DEPARTMENT:
		City Manager
FROM:	Chris Clayton, City Manager	
MEETING DATE:	September 9, 2021	
SUBJECT:	Old Military Road	
ACTION REQUIRED:		RECOMMENDATION:
Information/Direction		Not Applicable

BACKGROUND INFORMATION:

The City of Central Point acquired an approximately 7.41-acre parcel of land located on Old Military Road in 1970, commonly referred to as Map No. 372W08, Tax Lot 1900 (the "Property"). The Property is zoned County Aggregate Resource (map attached).

The City purchased the land for use by the Public Works Department to be used as a site to move extra material such as rock, dirt and tree trimmings, as the City did not have an alternative location in town at that time. Over time use of the Property for extra materials has become unnecessary as the City is now able to dispose of such items through recycling and other methods.

Currently the City uses the Property for storm drain decanting. However, once the new Public Works Operations Center is constructed, it will contain an indoor decant building. In addition, the City has as two additional decanting sites closer to town. The City has no other reasonable use for the Property.

In June of 2021, the City Council adopted resolution 1970, which declared the Old Military Road property surplus. In early July 2021, the City legally noticed (notice provided as an attachment) the property for sale (online, legal notice section of the Mail Tribune, and at the physical address). The minimum bid price required was \$350,000, and bids were required to be submitted by 2 PM on August 27th, 2021.

After receiving no bids as of August 27th, city staff is requesting further city council discussion/direction on how to proceed. Staff would prefer to lower the minimum bid price, re-notice the property for sale, and set a new bid date in mid-October. However, the Council could also choose to hire a real estate agent and list the property, or decide against selling the property at this time.

FINANCIAL ANALYSIS:

The sale of the Old Military property has been included in the 2021-2023 budget as miscellaneous revenue.

LEGAL ANALYSIS:

ORS 271.310 authorizes the City to sell real property whenever it is not needed for public use or where the public interest may be furthered by such conveyance.

COUNCIL GOALS/STRATEGIC PLAN ANALYSIS:

STAFF RECOMMENDATION:

Staff is recommending the City Council discuss and provide direction on how staff should proceed (proposed options are described in background section).

RECOMMENDED MOTION:

I move to direct staff as follows....

ATTACHMENTS:

1. Old Military Property Notice
2. Old Military Prop

CITY OF CENTRAL POINT
NOTICE OF INTENTION TO SELL REAL PROPERTY
BIDS DUE: AUGUST 27, 2021

NOTICE IS HEREBY GIVEN that City of Central Point (“Seller”) intends to sell certain real property (“Property”) located on Old Military Road, commonly referred to as Map No. 372W08 Tax Lot 1900.

Pursuant to Resolution No. 1670, a copy of which is attached hereto, Seller has declared Property to be surplus to its needs.

Seller invites sealed bids to purchase the Property as set forth in the Invitation to Bid for Surplus Real Property which may be examined at Seller’s office located at 140 S. Third Street, Central Point, Oregon 97502. Bid documents may be found on Seller’s website, <http://www.centralpointoregon.gov/rfps>, or obtained from Seller upon payment of a \$25.00 non-refundable fee. Contact Deanna Casey, City Recorder, at Deanna.Casey@centralpointoregon.gov for further information.

All bids must be filed with Seller **no later than 2:00 p.m., Friday, August 27, 2021**, at which time they will be publicly opened and read. Proposals received after that time fixed will not be considered. No bidder may withdraw its bid after the hour set for the opening thereof or before the award of the bid, unless said award is delayed for a period exceeding ninety (90) days. Seller reserves the right to reject any and all bids for good cause and to waive irregularities or informalities in the bid or the bidding.

The minimum acceptable bid is **THREE HUNDRED FIFTY THOUSAND DOLLARS (\$350,000.00)**. Each bid shall be accompanied by a certified check or cashier’s check made payable Seller, City of Central Point, in the amount of five percent (5%) of the bidder’s bid (“Deposit”). The amount shall be given as a guarantee that the bidder shall execute the purchase and sale agreement, if it is award to the bidder, in conformity with the bidding documents.

BIDDING INFORMATION

Each Bid must be submitted in a sealed envelope, addressed to City of Central Point, 140 S. Third Street, Central Point, Oregon 97502 ATTN: City Recorder.

Each sealed envelope containing a Bid must be plainly marked on the outside as “**Surplus Property Bid – Old Military Road**” and the envelope should bear on the outside the name and address of the Bidder. If forwarded by mail, the sealed envelope containing the Bid must be enclosed in another envelope addressed to City of Central Point at the address stated above.

All Bids must be made on the required Bid forms. All blank spaces for Bid amounts must be filled in, in ink or typewritten, and the bid form must be fully completed and executed when transmitted. Only one copy of the Bid form is required.

Seller may waive any informalities or minor defects in the Bids and reserves the right to reject any and all Bids. Any Bid may be withdrawn prior to the scheduled time for the opening of bids or authorized postponement thereof. Any Bid received after the time and date specified will not be considered. No bidder may withdraw a bid within ninety (90) days after the actual date of the opening thereof. Should there be reasons why the contract cannot be awarded within the specified period, the time may be extended by mutual agreement between Seller and the responsive high Bidder.

Bidders must satisfy themselves as to the accuracy of any estimated square footage of the Property by examination of the site and review of the legal description herein. After Bids have been submitted, the Bidder shall not assert that there was a misunderstanding concerning the size or approximate square footage of the Property.

This document contains the provisions for the proposed sale of the Property. Information obtained from any of Seller’s officers, agents or employees or any other person shall not affect the provisions of this agreement or relieve the Bidder from fulfilling any of the conditions of the contract.

Each Bid must be accompanied by a certified check or a cashier’s check made payable to City of Central Point in the amount of five percent (5%) of the Bid (the “Deposit”). Upon award of the Bid, Seller will return the checks to all unsuccessful Bidders.

Final bid approval and acceptance shall be subject to City Council approval. **The party to whom the Purchase and Sale Agreement is awarded will be required to execute the Real Estate Purchase and Sale Agreement attached hereto (the “Contract”) within seven (7) calendar days from the date when Notice of Award is mailed to the Bidder. Do not sign and submit the Contract with a Bid.** In case of a failure of the successful Bidder to execute the Contract, Seller will consider the Bidder in default, in which case the Bidder’s Deposit shall be forfeited and shall become the property of Seller.

Seller, within ten (10) days of receipt of the Contract signed by the party to whom the contract was awarded, shall sign the Contract and return to such party a copy of the fully executed Contract.

Should Seller not execute the Contract within such period, the Bidder may, by written notice, withdraw its signed Contract. Such Notice of Withdrawal shall be effective upon receipt by Seller. In such case, Seller shall return the Bidder's Deposit within ten business (10) days from Seller's receipt of Bidder's Notice of Withdrawal. Seller shall not be responsible or liable for any costs incurred by Bidder.

Each Bidder is responsible for inspecting the Property and for reading and being thoroughly familiar with the Contract documents. The failure or omission of any Bidder to do any of the foregoing shall in no way relieve any Bidder from any obligation with respect to its Bid.

The following forms must be executed **prior to** and submitted with a Bid:

1. Bid Summary
2. Deposit Statement

The following agreement is to be executed by the successful Bidder **after** the award of the contract:

1. Real Estate Purchase and Sale Agreement

The following documents are to be executed by the successful Bidder at closing:

1. Any and all documents that the Escrow Agent or the Title Insurance Company (as defined in the Real Estate Purchase and Sale Agreement) may reasonably require for the closing of the transaction, including but not limited to: form escrow instructions, FIRPTA certificate, and Buyer's Estimated Closing Statement.

At Closing, Buyer shall take title to the Property via a bargain and sale deed in substantially similar form as that set forth in the Real Estate Purchase and Sale Agreement, subject to those encumbrances noted in the Public Record Report issued by First American Title Insurance Company (the "Preliminary Commitment"), and any other encumbrances which may be disclosed by First American Title Insurance Company in any supplement thereto and approved by Buyer prior to Closing; provided, that real property taxes for the current year, if any; the current portion of assessments, if any; and utilities shall be prorated between Buyer and Seller as of the date of Closing, as more fully set forth in the Real Estate Purchase and Sale Agreement.

BID SUMMARY

_____ (“Bidder”) offers to purchase from City of Central Point the surplus real property described herein on the terms and conditions set forth in this Invitation for Bid for:

Bid in Words: \$ _____

Bid in Numbers: \$ _____

(in the event of a conflict between words and numbers, the written words shall prevail).

DATED this _____ day of _____, 2021.

BIDDER:

By _____

Its _____

Address: _____

Telephone No.: _____

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

BID DEPOSIT STATEMENT

Enclosed herewith is a Deposit in the form of a certified check or cashier's check made payable to City of Central Point in the amount of \$_____ (five percent (5%) of the Bid).

BIDDER:

By _____
Its _____

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

DO NOT COMPLETE THIS AGREEMENT UNTIL YOU ARE NOTIFIED BY THE CITY OF CENTRAL POINT THAT YOU ARE THE HIGH BIDDER ON THE PROPERTY

REAL ESTATE PURCHASE AND SALE AGREEMENT

THIS REAL ESTATE PURCHASE AND SALE AGREEMENT (the "Agreement") is executed and entered into by and between City of Central Point, an Oregon municipal corporation, ("Seller"); and _____, [a corporation, partnership, limited liability company, sole proprietorship, or individual (circle one)] ("Buyer") (individually a "Party" and collectively the "Parties").

RECITALS

A. Seller owns certain real property commonly known as Old Military Road, Map No. 372W08 Tax Lot 1900, as legally described on **EXHIBIT "A"** attached hereto and incorporated by this reference (the "**Real Property**" or "**Property**").

B. The Property is surplus to Seller's operations and needs. Pursuant to Resolution No. 1670, Seller declared the Property to be surplus, and conducted a public sale in accordance with Chapter 2.40.120.

C. Buyer was the successful bidder at the public sale and desires to purchase the Property on the terms and conditions set forth in this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and promises set forth in this Agreement, the Parties agree as follows:

1. Agreement to Sell/Purchase Property. Seller hereby agrees to sell and Buyer hereby agrees to purchase the Property in accordance with the terms set forth herein:

1.1 Purchase Price. The purchase price for the Property is _____ AND _____/100 DOLLARS (\$_____) (the "**Purchase Price**").

1.2 Deposit. Concurrently with its bid, Buyer deposited with Seller a _____ check in the amount of _____ DOLLARS AND ____/100 (\$_____) (the "**Deposit**" or "**Earnest Money**"). Within five (5) business days of the mutual execution of this Agreement, Seller shall deliver to Lori Dean, at First American Title Insurance Company, 1225 Crater Lake Avenue, Suite 101, Medford, OR 97504 (the "**Escrow Agent**") a copy of the executed Agreement and the Deposit, with instructions to the Escrow Agent to deposit the Deposit into a non-interest bearing escrow account (the "**Escrow Account**") at a federally insured banking institution, to be held and applied pursuant to the terms of this Agreement. Except as otherwise provided in this Agreement, the Deposit will be credited to the Buyer at Closing and applied to the payment of the Purchase Price.

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

1.3 Payment of Purchase Price. The Purchase Price shall be paid by Buyer in cash or other immediately available U.S. funds at Closing; provided, that the Earnest Money paid to Seller shall be credited against the Purchase Price at Closing.

2. Conveyance and Condition of Title to Real Property. Title to the Real Property shall be conveyed by Seller to Buyer at Closing by Bargain and Sale Deed (the “**Deed**”).

3. Title Insurance. At Closing, Seller shall cause First American Title Insurance Company (the “**Title Company**”) to issue an ALTA standard form owner’s policy of title insurance to Buyer in an amount equal to the total Purchase Price of the Property; and insuring the Real Property to be free and clear of all liens and encumbrances except for the Permitted Exceptions identified in this Paragraph 3 (the “**Title Policy**”). Buyer may elect to obtain, at Buyer’s cost, extended coverage owner’s standard title insurance, and if Buyer so elects, Buyer shall promptly obtain and deliver to the Title Company any survey required by the Title Company in connection therewith.

Attached hereto as **Exhibit “B”** and incorporated by this reference is a Public Record Report issued by the Title Company, Order No. 3778546, dated effective July 7, 2021 (the “**Preliminary Commitment**”). Seller shall cause the Title Company to deliver to Buyer a copy of any supplement to the Preliminary Commitment. In the event any such supplement discloses additional exceptions to Schedule B to the Preliminary Commitment (other than general taxes and assessments which are to be prorated at Closing, as set forth below), Buyer may, within seven (7) days from receipt of the supplement, deliver written notice to Seller of any objections thereto that Buyer may have. In the event Buyer fails to deliver such written objections within the 7-day period, any such additional exceptions shall be deemed Permitted Exceptions, as hereafter defined. In the event of Buyer’s timely objection, Seller shall, within seven (7) days thereafter, either notify Buyer in writing (a) that it will cause any such additional exception to be removed on or before Closing, or (b) that it is unwilling to remove such exception. In the event Seller notifies Buyer that it is unwilling to remove any such title exception on or before Closing, then as Buyer’s sole and exclusive remedy, Buyer may elect, by written notice given to Seller within seven (7) business days after receipt of Seller’s notice, to terminate this Agreement. In the event of Buyer’s timely termination, the Earnest Money shall promptly be refunded to Buyer, and neither party shall have any further rights or obligations with respect to this Agreement.

At Closing, the Property shall be conveyed by Seller to Buyer subject to the General Exceptions and Special Exceptions set forth in Schedule A, B and C of the Preliminary Commitment, as supplemented; provided, general taxes and assessments, as set forth in the Preliminary Commitment, shall be prorated at Closing, as set forth in Paragraph 7.3 herein. These title exceptions are specifically approved and accepted by Buyer and are referred to as the “**Permitted Exceptions**”.

4. Closing of Sale. The sale shall be closed at the offices of the Escrow Agent no later than thirty (30) days after the mutual execution of this Agreement (the “**Closing Date**”); provided, that Seller, in Seller’s discretion, it may upon written notice to Buyer extend the Closing Date up to thirty (30) additional days.

5. Seller's Deliveries. On or before the Closing Date, Seller shall deliver in escrow to the Escrow Agent the following:

5.1 Bargain and Sale Deed. A Bargain and Sale Deed in substantially similar form as that attached hereto as **Exhibit "C"**, executed and acknowledged by Seller, conveying title to the Real Property to Buyer;

5.2 FIRPTA. A Foreign Investment in Real Property Tax Act affidavit executed by Seller;

5.3 Additional Documents. Any additional documents that the Escrow Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

6. Buyer's Deliveries. On or before the Closing Date, Buyer shall deliver in escrow to the Escrow Agent the following:

6.1 Purchase Price. The Purchase Price, less the Deposit, together with an additional payment amount equal to Buyer's prorations and closing costs, in immediately available U.S. funds;

6.2 Additional Documents. Any additional documents that the Closing Agent or the Title Company may reasonably require for the proper consummation of the transaction contemplated by this Agreement.

7. Closing Costs.

7.1 Seller's Closing Costs. Seller shall pay the title insurance premium attributable to the ALTA owner's standard form policy of the title insurance; one-half of the recording fees, and one-half of the escrow fees.

7.2 Buyer's Closing Costs. Buyer shall pay one-half of the recording fees; one-half of the escrows fees; the additional premium for extended coverage title insurance, if elected by Buyer; and the sum of \$500 for Seller's administrative, legal, appraisal and engineering fees incurred in connection with the surplus of the Property.

7.3 Prorations. Real property taxes for the current year, if any, the current portion of assessments, if any, and utilities shall be prorated between Buyer and Seller as of the date of Closing. Buyer shall be responsible for all utilities and other service charges incurred after the Closing Date.

8. Seller's Representations and Warranties. As a material inducement to Buyer to execute this Agreement and consummate this transaction, Seller represents and warrants to Buyer as follows:

8.1 Organization and Authority. Seller has the full right and authority and has obtained any and all consents required to enter into this Agreement and to consummate or cause to be consummated the transactions contemplated hereby. This Agreement has been, and all of the documents to be delivered by Seller at the Closing will be, authorized and properly executed and constitute, or will constitute, as appropriate, the valid and binding obligation of Seller, enforceable in accordance with their terms.

8.2 Notices of Violation. To Seller's knowledge, the Property is not in violation of any applicable covenant, condition or restriction or any applicable statute, ordinances, regulation, order, permit, rule or law, including, without limitation, any building, zoning or environmental restriction or requirement concerning filling, use, construction, maintenance, repair, replacement, operation or occupancy, and Seller has not received from any governmental agency any notice of the existence of any such violations.

8.3 Pending Actions. There is no action or proceeding pending or, to Seller's knowledge, threatened against Seller or the Property, including but not limited to condemnation proceedings, which challenges or impairs Seller's ability to execute or perform its obligations under this Agreement in accordance with its terms.

8.4 Assessments. To Seller's knowledge, there are no assessments for public improvements pending or existing or, to Seller's knowledge, proposed with respect to the Property, other than those identified in the Permitted Exceptions.

8.5 Seller's Performance. Seller is not in default under any agreement, lease or contract concerning the Property to which Seller is a party, and to Seller's knowledge there exists no event, condition or occurrence which, after notice or lapse of time, or both, would constitute such a default by Seller of any of the foregoing.

8.6 Non-foreign Status. Pursuant to Section 1445 of the Internal Revenue Code, Seller is not a foreign person or nonresident alien as defined within that section. Seller understands that the Purchaser may disclose this warranty to the Internal Revenue Service.

As used in the phrase "to Seller's knowledge" Agreement means the present actual knowledge of Seller's City Council.

8.7 Sale "AS IS". WITH THE EXCEPTION OF THE LIMITED REPRESENTATIONS DESCRIBED HEREIN, THE PROPERTY AND ALL IMPROVEMENTS THEREON SHALL BE CONVEYED TO BUYER IN ITS AS-IS, WHERE-IS WITH ALL FAULTS CONDITION, WITH NO EXPRESSED OR IMPLIED WARRANTIES, REPRESENTATIONS, STATEMENTS, ASSURANCES OR CONFIRMATIONS OF ANY NATURE BY SELLER OR ANY AGENT OF SELLER AS TO THE PROPERTY, INCLUDING BUT NOT LIMITED TO THOSE ADDRESSING THE SURFACE OR SUBSURFACE CONDITION OF THE PROPERTY, THE DIMENSIONS, SIZE OR ACREAGE OF THE PROPERTY, THE CONDITION OF THE PROPERTY, BUYER'S ABILITY TO DEVELOP THE PROPERTY IN ANY FASHION, THE CONDITION OR STATUS OF ANY IMPROVEMENTS THEREON, THE

COMPLIANCE OF THE PROPERTY WITH ANY APPLICABLE BUILDING, LAND USE OR ZONING CODES, REGULATIONS OR ORDINANCES RELEVANT THERETO, OR THE SUITABILITY OF THE PROPERTY FOR BUYER'S INTENDED USE OR ANY USE WHATSOEVER, THE EXISTENCE OF ANY HAZARDOUS MATERIALS ON THE PROPERTY, THE EXISTENCE OF ANY WELLS OR UNDERGROUND STORAGE TANKS ON THE PROPERTY, THE EXISTENCE OF ANY ENCROACHMENTS ON OR OFF OF THE PROPERTY, AND THE EXISTENCE OF ANY WETLANDS ON THE PROPERTY.

Buyer agrees and acknowledges that, in purchasing the Property, Buyer shall rely entirely on its own investigation, examination and inspection of the Property and not upon any representation or warranty of Seller, or any agent or representative of Seller. **THEREFORE, BUYER AGREES THAT, IN CONSUMMATING THE PURCHASE OF THE PROPERTY PURSUANT TO THIS AGREEMENT, BUYER ASSUMES THE FULL RESPONSIBILITY AND RISKS OF DEFECTS AND CONDITIONS, INCLUDING DEFECTS AND CONDITIONS, IF ANY, THAT CANNOT BE OBSERVED BY CASUAL INSPECTION, THAT BUYER SHALL ACQUIRE THE PROPERTY IN ITS THEN CONDITION, "AS IS, WHERE IS" AND WITH ALL FAULTS, SOLELY IN RELIANCE ON BUYER'S OWN INVESTIGATION, EXAMINATION, INSPECTION, ANALYSIS AND EVALUATION OF THE PROPERTY.** The agreements and acknowledgements contained in this Paragraph constitute a conclusive admission that Buyer shall acquire the Property solely upon its own judgment as to any matter germane to the Property or to Buyer's contemplated use of the Property, and not upon any statement, representation or warranty by Seller, or any agent or representative of Seller, which is not expressly set forth in this agreement. Buyer hereby waives, releases and forever discharges Seller and Seller's officials, employees and agents from any and all claims, actions, causes of action, demands, liabilities, damages, costs, expenses or compensation whatsoever, whether direct or indirect, known or unknown, foreseeable or unforeseeable, which Buyer may have at Closing or which may arise in the future on account of or in any way arising out of, or connected with the Property.

9. Buyer's Representations and Warranties. As a material inducement to Seller to execute this Agreement and consummate this transaction, Buyer represents and warrants to Seller as follows:

9.1 Authority. Buyer has the right, power and authority to enter into, execute and deliver this Agreement, and to perform Buyer's obligations under this Agreement in accordance with its terms.

9.2 Pending Actions. There is no action or proceeding pending or, to Buyer's knowledge, threatened against Buyer which challenges or impairs Buyer's ability to execute or perform its obligations under this Agreement in accordance with its terms.

10. Defaults and Damages.

10.1 Default by Buyer. If Buyer defaults on its obligation to purchase the Property from Seller pursuant to this Agreement, Seller's sole and exclusive remedy shall be to

terminate this Agreement and retain the Deposit as liquidated damages. Seller hereby releases any and all right to specific performance of this Agreement and or to recover actual damages incurred as a result of any default by Buyer. It has been agreed by the Parties that the forfeiture of such sums shall constitute a reasonable estimate, as of the time this Agreement is being executed, of the risks, and damages Seller could suffer as a result of Buyer's failure to close this transaction. The Parties are initialing this Section for the purposes of acknowledging and agreeing to such exclusive remedy and liquidated damages provision.

Seller's Initials

Buyer's Initials

10.2 Default by Seller. If Seller defaults in its obligation to sell and convey the Real Property to Buyer pursuant to this Agreement, Buyer's sole remedy shall be to elect one of the following: (a) to terminate this Agreement, in which event Buyer shall be entitled to the return of the Deposit previously paid to Seller or (b) to bring a suit for specific performance hereunder provided appropriate proceedings are promptly commenced by Buyer and prosecuted with diligence and continuity. As a condition precedent to any suit for specific performance, Buyer must be in a position to tender all of its deliveries on or before the Closing Date, including the Purchase Price.

11. Possession. Buyer shall be entitled to possession of the Property upon Closing.

12. Miscellaneous.

12.1 Time is of the Essence. Time is of the essence of this Agreement.

12.2 Non-Merger. The terms, conditions, and provisions of this Agreement (including, but not limited to, Seller's and Buyer's Representations, warranties, and indemnification obligations) shall not be deemed merged into the deed, and shall survive the Closing and continue in full force and effect.

12.3 Notices. All notices required or permitted to be given hereunder shall be in writing and shall be sent U.S. certified mail, return receipt requested, or by personal service, or by facsimile transmission addressed as set forth below:

All notices be given to Seller shall be addressed as follows:

City of Central Point
Attn: City Recorder
140 S. Third Street
Central Point, OR 97502

Phone No. 541-664-3321 (x231)
Fax No. 541-664-6384

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

All notices to be given to Buyer shall be addressed as follows:

Phone No. _____

Fax. No. _____

Either Party hereto, may by written notice to the other, designate such other address for the giving of notices as being necessary. All notices shall be deemed given on the day such notice is personally served, or on date of the facsimile transmission, or on the third day following the day such notice is mailed in accordance with this paragraph.

12.4 Computation of Time. Any period of time in this Agreement shall begin the day after the event starting the period and shall expire at 5:00 p.m. Pacific Time on the last calendar day of the specified period of time, unless the last day is a Saturday, Sunday or legal holiday, in which event the period of time shall be extended to the next business day.

12.5 Binding Effect. This Agreement shall be binding upon the Parties hereto and their respective heirs, successors and assigns.

12.6 Governing Law. This Agreement shall be governed and construed in accordance with the laws of the State of Oregon.

12.7 Oral Agreements and Representations. There are no verbal or other agreements, including, but not limited to any representations or warranties, which modify or affect this Agreement. Buyer acknowledges to Seller that in entering into this Agreement, Buyer is not relying on any representations or warranties except those expressly set forth in this Agreement.

12.8 Dispute Costs. In the event of any conflict, claim or dispute between the Parties hereto and arising out of or relating to the subject matter of this Agreement, whether or not such conflict, claim or dispute has its basis in law or in equity, the prevailing Party shall be entitled to receive from the non-prevailing Party all reasonable costs and expenses of every sort whatsoever including, but not limited to, arbitrator’s fees, mediation fees, deposition costs, expert witness fees, accounting expenses relating thereto, and actual attorney’s fees incurred or expended whether or not arbitration or court proceedings are initiated, and including all such costs or expenses incurred or expended in arbitration, in trial, on appeal or in any bankruptcy or receivership proceeding.

12.9 Agency Disclosure. Neither Party was represented by a broker or agent in this transaction. Seller shall indemnify, defend and save Buyer harmless from and against any claims, fees (including attorney’s fees and costs) or costs arising out of any claim made by any broker or agent claiming a commission is due by or through Seller. Buyer shall indemnify, defend and save Seller harmless from and against any claims, fees, or costs (including attorney’s fees and costs) arising out of any claim made by any broker or agent claiming a commission is due by or through Buyer. The indemnifications set forth in this Section shall survive Closing.

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

12.10 Counterparts and Facsimile Transmission. This Agreement may be executed in multiple counterpart copies and by facsimile transmission. Each counterpart shall constitute an original of this Agreement, but all such counterparts shall constitute but a single Agreement.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of mutual acceptance of this Agreement.

“BUYER”

By: _____

Its: _____

Date: _____, 2021

“SELLER”:

City of Central Point,
an Oregon municipal corporation

By: _____

Its: _____

Date: _____, 2021

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

EXHIBIT "A"
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

(Land Description Map Tax and Account)

Beginning at the Southeast corner of the Northeast Quarter of Section 8, Township 37 South, Range 2 West; and running thence North on the Section line 467 feet; thence West 905 feet; thence South 467 feet; thence East 905 feet to the place of beginning, being the South half of land described in Volume 35, Page 577, Deed Records, Jackson County, Oregon. EXCEPTING THEREFROM Beginning at the Southeast corner of the Northeast Quarter of Section 8, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence North on the Section line, 467.0 feet; thence West 215.0 feet; thence South 467.0 feet to the South line of said Northeast Quarter; thence East 215.0 feet along said line to the point of beginning.

Map No.: 372W08 1900

Tax Account No.: Old Military Road

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

EXHIBIT "B"
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT

Public Record Report

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

**EXHIBIT "C"
TO
REAL ESTATE PURCHASE AND SALE AGREEMENT**

Bargain and Sale Deed

Upon Recording Return to:
City of Central Point
140 S. Third Street
Central Point, OR 97502

Until a change is requested, all tax statements shall be sent to the following address:

Grantor:
City of Central Point

Grantee:

BARGAIN AND SALE DEED

FOR VALUE RECEIVED, City of Central Point, a municipal corporation, as Grantor, does hereby grant, bargain, sell and convey unto, _____, Grantee, all that certain real property located in Jackson County, Oregon, and more particularly described as follows:

Beginning at the Southeast corner of the Northeast Quarter of Section 8, Township 37 South, Range 2 West; and running thence North on the Section line 467 feet; thence West 905 feet; thence South 467 feet; thence East 905 feet to the place of beginning, being the South half of land described in Volume 35, Page 577, Deed Records, Jackson County, Oregon. EXCEPTING THEREFROM Beginning at the Southeast corner of the Northeast Quarter of Section 8, Township 37 South, Range 2 West of the Willamette Meridian, Jackson County, Oregon; thence North on the Section line, 467.0 feet; thence West 215.0 feet; thence South 467.0 feet to the South line of said Northeast Quarter; thence East 215.0 feet along said line to the point of beginning.

Map No.: 372W08 1900
Tax Account No.: Old Military Road

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

The true consideration for this transfer is \$ _____ .

TOGETHER WITH all improvements, easements, hereditaments and appurtenances thereto, and subject to such rights, easements, covenants, restrictions and zoning regulations as appear of record or based upon the premises.

BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON TRANSFERRING FEE TITLE SHOULD INQUIRE ABOUT THE PERSON'S RIGHTS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010. THIS INSTRUMENT DOES NOT ALLOW USE OF THE PROPERTY DESCRIBED IN THIS INSTRUMENT IN VIOLATION OF APPLICABLE LAND USE LAWS AND REGULATIONS. BEFORE SIGNING OR ACCEPTING THIS INSTRUMENT, THE PERSON ACQUIRING FEE TITLE TO THE PROPERTY SHOULD CHECK WITH THE APPROPRIATE CITY OR COUNTY PLANNING DEPARTMENT TO VERIFY THAT THE UNIT OF LAND BEING TRANSFERRED IS A LAWFULLY ESTABLISHED LOT OR PARCEL, AS DEFINED IN ORS 92.010 OR 215.010, TO VERIFY THE APPROVED USES OF THE LOT OR PARCEL, TO DETERMINE ANY LIMITS ON LAWSUITS AGAINST FARMING OR FOREST PRACTICES, AS DEFINED IN ORS 30.930, AND TO INQUIRE ABOUT THE RIGHTS OF NEIGHBORING PROPERTY OWNERS, IF ANY, UNDER ORS 195.300, 195.301 AND 195.305 TO 195.336 AND SECTIONS 5 TO 11, CHAPTER 424, OREGON LAWS 2007, SECTIONS 2 TO 9 AND 17, CHAPTER 855, OREGON LAWS 2009, AND SECTIONS 2 TO 7, CHAPTER 8, OREGON LAWS 2010.

IN WITNESS WHEREOF, Grantor has hereunto subscribed her name to this instrument effective the _____ day of _____, 2021.

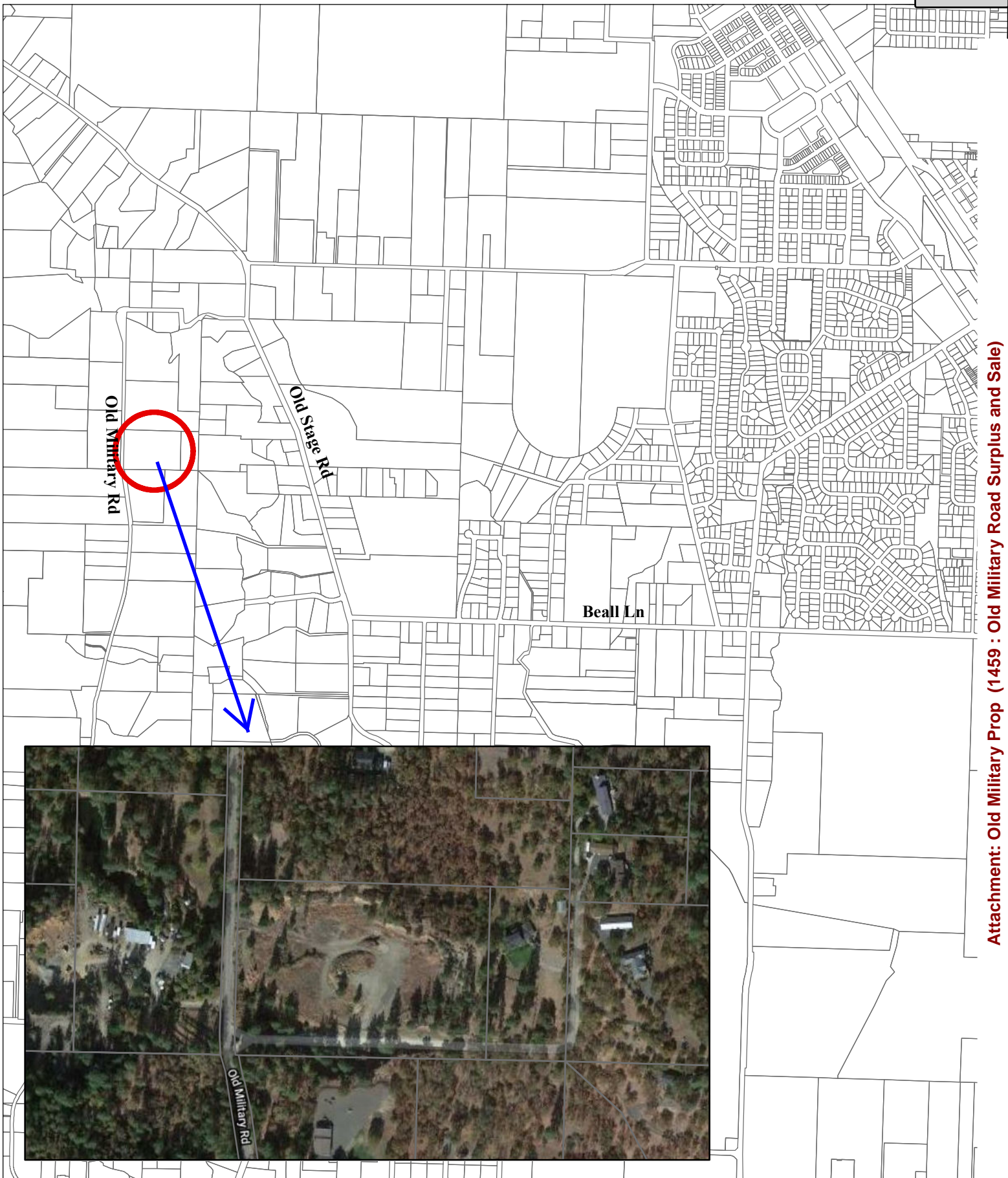
Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)

STATE OF OREGON)
) ss.
COUNTY OF JACKSON)

On this _____ day of _____, 2021, before me, the undersigned Notary Public in and for said State, personally appeared _____, known or identified to me to be the person whose name is subscribed to the within instrument, and acknowledged to me that she executed the same.

Notary Public State of Oregon
My commission expires:

Attachment: Old Military Property Notice (1459 : Old Military Road Surplus and Sale)



Attachment: Old Military Prop (1459 : Old Military Road Surplus and Sale)

N



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